

**Utah Department of Health  
Center for Health Data  
Office of Health Care Statistics**

**PUBLIC-USE DATA FILE  
DATA USER AGREEMENT**

This agreement must be signed by anyone seeking to purchase the public-use data file(s) maintained by the Utah Department of Health Center for Health Data Office of Health Care Statistics (OHCS) before access to such data can be granted. All data maintained by OHCS is confidential except data specified for public release or access authorized by the Utah Health Data Committee under the Utah Health Data Authority Act (Utah Code §26-33a).

Confidential information, or data, is defined as “any information where an individual described is directly or indirectly identifiable”. As a condition for my access to the data of the Utah Department of Health Office of Health Care Statistics, I agree to uphold the confidentiality of the data in accordance with the following requirements:

- 1) I will not use nor permit others to use the data in any way except for analysis and aggregate statistical reporting and research;
- 2) I will not attempt to link nor permit others to attempt to link any record from the purchased data files with individually identifiable data from any other source;
- 3) I will not release nor permit others to release any information that identifies persons, directly or indirectly;
- 4) I will not release nor permit others to release the data sets or any part of them to any person who is not a member of the organization;
- 5) I will not contact nor permit others to contact facilities or persons included in the data files to question and verify information from the data;
- 6) I will not redistribute the purchased data file in its original format. I will request a written permission from the Office of Health Care Statistics for redistributing any data products derived from the purchased data file.

I understand that if I fail to keep my pledge of confidentiality I, and my organization, will be denied access to the data of the OHCS, and I may be subject to legal penalties. Any use, release, or publication of health care data contrary to the provisions stated are class A misdemeanors, and may result in civil liability (Chapter 33a, Title 26, Section 100, Utah Code Annotated).

I have read the above agreement; it has been explained to me; and questions concerning it were answered prior to my signing.

**Name of the Data File:**

Utah Hospital Inpatient Data File \_\_\_\_\_  
Utah Ambulatory Surgery Data File \_\_\_\_\_  
Utah Emergency Department Data File \_\_\_\_\_

Year of the Data: \_\_\_\_\_  
Year of the Data: \_\_\_\_\_  
Year of the Data: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Position Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Organization: \_\_\_\_\_

Mailing Addresses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please fax the signed agreement to 801-538-9916  
Or mail to  
The Office of Health Care Statistics  
Attn: John Morgan  
P.O. Box 144004  
Salt Lake City, Utah 84114-4004  
(801) 538-6700

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Used by Office of Health Care Statistics

Agreement Received Date: \_\_\_\_\_

Signature of the System Administrator \_\_\_\_\_

Shipping Date of Data File \_\_\_\_\_